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November 13, 2019

**GORDIE HOWE INTERNATIONAL BRIDGE  
U.S. FEDERAL PLAZA SUBLEASE**

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This Sublease is made and entered into as of the Effective Date by and between **Windsor-Detroit Bridge Authority**, a Canadian crown corporation, ("*Lessor*"), whose principal place of business is 100 Ouellette Avenue, 4th Floor, Windsor, Ontario N9A6T3, and **The United States of America**, acting by and through the designated representative of the General Services Administration, ("*Lessee*"), each a "*Party*" and referred to collectively as the "*Parties*."

**RECITALS:**

- A. Canada and Michigan have undertaken various measures to establish a new international trade crossing between the City of Detroit, Michigan, and the City of Windsor, Ontario, including the design, construction, financing, operation, and maintenance of a bridge and adjoining land port of entries and highway inter-connection facilities in both the U.S. and Canada;
- B. On June 15, 2012, Canada, Lessor, and the Michigan Parties entered into the Crossing Agreement in furtherance of this project;
- C. The Crossing Agreement was subject to approval by the U.S. Department of State and on March 25, 2013, the U.S. Department of State approved the Crossing Agreement, and on April 12, 2013, the U.S. Department of State issued the Presidential Permit;
- D. In furtherance of the project, Michigan, acting by and through MDOT, leased to Lessor certain lands located in the City of Detroit, including the U.S. Federal Plaza Lands, under a Master Lease attached hereto as **Exhibit A**; and
- E. Now, in furtherance of the project, Lessor subleases to Lessee the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services, as more particularly set forth in this Sublease.

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1. **AUTHORITY.**

1.01 **Lessee's Authority.** Lessee represents that:

- A. This Sublease is entered into by the U.S., acting by and through GSA under the authority of 40 U.S.C. § 585(a).
- B. The undersigned Lease Contracting Officer has full authority to bind the U.S. to this Sublease by virtue of the delegation of the Administrator's leasing authority set forth at 40 U.S.C. § 585 to the Commissioner of Public Buildings, which authority is further delegated to the undersigned Lease Contracting Officer in accordance with the Contracting Officer Warrant Program set forth at 48 C.F.R. 501.603. The Lease Contracting Officer is authorized to act as the single point of contact on behalf of Lessee to coordinate the performance of Lessee under this Sublease.
- C. Attached as **Exhibit C** is a true and correct copy of the undersigned Lease Contracting Officer's warrant. Upon ten (10) Working Days' prior notice to Lessor, Lessee may designate a new Lease Contracting Officer, who will likewise have said full power and authority as provided in Subsection 1.01.B. With the notice, Lessee will provide to Lessor a true and correct copy of a valid warrant establishing the new Lease Contracting Officer's authority in accordance with this Sublease.
- D. Lessor shall have no obligation to investigate such authority, but rather may rely on the Lessee's representations in this Sublease and Lessee's provision of a true and correct copy of a valid warrant establishing the Lease Contracting Officer's authority in accordance with this Sublease.
- E. This Sublease complies with all applicable law, regulations and policies.

1.02 **Subordination to Master Lease.** This Sublease is subordinate to the Master Lease. Lessee shall not commit any act or allow any omission that would result in Lessor being in breach of the Master Lease.

2. **GENERAL OBLIGATIONS OF THE PARTIES.**

2.01 **Availability of Funds.** All obligations of Lessee set forth in this Sublease that necessarily imply the expenditure of funds appropriated or otherwise authorized for expenditure by Congress shall be subject to the condition that Congress

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appropriates or otherwise authorizes the expenditure of such funds for the purpose required provided that GSA and the other U.S. Federal Agencies involved in the Permitted Use each shall have used its good faith best efforts to obtain such appropriation or other authorization.

**2.02 General Obligations of the Parties.**

A. *Lessee's Obligations.* During the term of this Sublease, Lessee shall have no obligation to pay rent to Lessor but in lieu of same shall:

- (i) Acquire, install, and Maintain the Furniture, Fixtures & Equipment in the entirety of the Premises that each U.S. Federal Agency involved in the Permitted Use requires to operate and perform the Permitted Use at full capacity;
- (ii) Commence U.S. Federal Inspection Services at the International Crossing on the International Crossing Opening Date and continue U.S. Federal Inspection Services for the International Crossing in accordance with the operational policies of the U.S. Federal Agencies involved in the Permitted Use as such policies may be revised from time to time, subject to such U.S. Federal Agencies' completion of necessary regulatory actions prior to the commencement of the U.S. Federal Inspection Services at the International Crossing;
- (iii) Staff the U.S. Federal Plaza Facilities for the U.S. Federal Inspection Services to accommodate traffic volumes at the International Crossing at a level consistent with staffing levels at Comparable International Border Crossings in the U.S. in accordance with the operational policies of the U.S. Federal Agencies involved in the Permitted Use as such policies may be revised from time to time, and to the extent not adversely affected by any failure of Lessor to perform under this Sublease;
- (iv) Collaborate with the inspection services authorities of Canada, as requested, in seeking operational efficiencies in such inspection services and U.S. Federal Inspection Services for the International Crossing;

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- (v) Perform or satisfy all other obligations of the Lessee set forth in this Sublease; and
  - (vi) Pay all costs, expenses, applicable taxes and fees to perform the obligations required of the Lessee under this Subsection 2.02.A.
- B. *Lessor's Obligations.* During the term of this Sublease, Lessor shall:
- (i) Grant to the Lessee the leasehold interest in the Premises;
  - (ii) Provide for the construction, Post-Completion Alterations, and Redevelopment of the U.S. Federal Plaza Facilities as provided in this Sublease;
  - (iii) Provide for the Operation and Maintenance of the Premises as provided in this Sublease;
  - (iv) Perform or satisfy all other obligations of the Lessor set forth in this Sublease; and
  - (v) Pay all costs, expenses, applicable taxes and fees to perform the obligations required of Lessor under this Subsection 2.02.B.
- C. *Lessor's Use of Concessionaire or Private Entity.* Notwithstanding anything to the contrary contained in this Sublease, Lessor may satisfy its obligations under this Sublease either itself, through a Concessionaire, through a Private Entity, or through a combination of one or more of the foregoing. Lessee shall reasonably cooperate, at Lessor's expense, with Lessor in enforcing any rights or remedies Lessor has against such Concessionaire, Private Entity, or combination of the foregoing and relating to this Sublease or the Premises.
- D. *Public-Private Partnerships.* If Lessor elects to satisfy its obligations under this Sublease through one or more Concessionaires, the following provisions shall apply:
- (i) Lessor shall utilize a public-private partnership procurement with a Concessionaire for the initial design, construction, financing, Operation and Maintenance of, among other things, the Premises ("Initial P3").

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- (ii) After expiration or termination of the Initial P3, Lessor may utilize one or more subsequent public-private partnership procurements with one or more Concessionaires for the financing, Operation and Maintenance, Post-Completion Alterations and/or Redevelopment of, among other things, the Premises (each and collectively, a "Subsequent P3"). Each Subsequent P3 relating to the Premises shall be procured by Lessor through a bidding process determined by Lessor, which bidding process may be consistent with the Canadian public-private partnership model, and in consultation with GSA and the other U.S. Federal Agencies performing U.S. Federal Inspection Services at the Premises, with the role of the Lessee being consistent with and as provided in the P3 Procurement Process. Notwithstanding anything to the contrary contained in the P3 Procurement Process, in each Subsequent P3 relating to the Premises:
  - (a) Lessee shall have the right and responsibility to review the portions of each RFQ and RFP that relate to the Premises for the specific purpose of confirming that the RFQ and RFP include all terms, conditions and requirements necessary to ensure that the Operation and Maintenance, Post-Completion Alterations and/or Redevelopment of the Premises will be consistent with requirements under this Sublease and to meet the needs of the Lessee and its U.S. Federal Agencies to operate at the Premises for the Permitted Use; and
  - (b) Lessee shall have the right to review the portions of the proposed Public-Private Agreement that relate to the Premises to confirm they are in conformity with the RFQ and RFP reviewed by Lessee.

E. *Cooperation of Contractors.* The contractors and employees of Lessee and the contractors and employees of Lessor shall fully cooperate with each other and adapt scheduling to reasonably accommodate one another in performing any work required or allowed under this Sublease, and shall not commit or permit any act that will interfere with the timely performance of such work.

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2.03 **Limit of Lessor's Obligations to Lessee.** With respect to the Initial P3, Lessor shall have no obligation to Lessee under **Exhibits E-1, E-2, E-3 or F** that is not established as an obligation of Concessionaire under the Public-Private Agreement. In addition, **Exhibits E-1, E-2, E-3, and F** reference facilities, services, systems and equipment (including those set forth in Subsection 17.02.B below) that are not part of the U.S. Federal Plaza Facilities because they are not for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services. Only those portions of these four Exhibits that reference facilities, services, system or equipment that are U.S. Federal Plaza Facilities because they are for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services are deemed binding upon Lessor under this Sublease. Finally, references in these four Exhibits to such services, systems or equipment that are not part of the U.S. Federal Plaza Facilities because they are not for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services do not subject such services, systems or equipment to the prohibition set forth in Section 17.01 below.

**3. GRANT OF LEASE, TERM AND PERMITTED USE.**

3.01 **Grant of Lease.** On the terms and conditions set forth in this Sublease, Lessor subleases to Lessee the Premises more fully described in Section 4.01 to be used for the Permitted Use and for no other use or purpose whatsoever and to have and to hold the said Premises for the term beginning upon the U.S. POE Agency Buildings Handover Date and continuing for an initial term of twenty (20) years with unlimited successive renewal terms of twenty (20) years each as provided in Section 3.02 below, provided that, notwithstanding anything to the contrary contained in this Sublease, the term shall expire immediately before the expiration of the Master Lease and the term is subject to earlier termination only as may be provided in this Sublease.

**3.02 Renewal Rights.**

A. Lessee shall have the right, at the expiration of the then term of this Sublease, to extend the term for unlimited successive periods of twenty (20) years each. All terms and conditions of this Sublease, as the same may have been amended, shall remain in force and effect during any renewal term. Such right to extend, or further extend, as the case may be, shall be exercised by Lessee giving written notice to Lessor at least five (5) years prior to the expiration of the term of this Sublease then in effect. Upon the giving of such notice, and without any further instrument, lease or agreement, the term of this Sublease shall be so extended or further extended. If Lessee does not exercise any option to extend the term of this

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Sublease by the last day it has a right to do so, Lessee's right to exercise such option shall be extended to the ninetieth (90<sup>th</sup>) day following the date Lessor gives Lessee written notice ("*Lessor's Renewal Notice*") of Lessee's right to exercise such option. Any reference to the "term of this Sublease" or any similar phrase shall mean the initial term plus all exercised renewal terms.

- B. If Lessee, even after Lessor's Renewal Notice, does not timely exercise its option to extend or further to extend, as the case may be, the term of this Sublease, then Canada and the U.S. shall promptly commence and continue consultations for the purpose of avoiding the expiration of the term of this Sublease at the end of the then applicable term.

**4. PREMISES AND APPURTENANT RIGHTS.**

**4.01 The Premises.** The Premises are the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities, as the foregoing are described and memorialized pursuant to this Section 4.01. Upon Final Completion of the U.S. Federal Plaza Facilities, the Parties shall memorialize establishment of the physical boundaries and improvements of the Premises in a document signed by each that includes a site plan of the U.S. Federal Plaza Facilities as actually constructed, which document once signed shall become part of this Sublease. Upon any Lessee-Made Alteration, Post-Completion Alteration, or Redevelopment of the U.S. Federal Plaza Facilities, Lessor and Lessee shall again memorialize such alteration or redevelopment in a document signed by each that includes a site plan of the U.S. Federal Plaza Facilities as so altered or redeveloped, which document once signed shall become part of this Sublease.

**4.02 Appurtenant Rights.** To the extent necessary, Lessee shall have the non-exclusive right of ingress and egress, in, to, from, and over any street or driveway adjoining, abutting or adjacent to the Premises as designated by Lessor from time-to-time for ingress and egress purposes. Lessee shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas and on the Premises. Lessee will coordinate with Lessor to ensure signage is consistent with Lessor's standards. In addition, appurtenant to the Premises and included in this Sublease are rights of Lessee to use the following at all times during the term of this Sublease: (1) space located on the roof of any building included within the U.S. Federal Plaza Facilities sufficient in size for the installation and placement of telecommunications

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equipment; (2) the right to access the roof of any such building for purposes of installing, maintaining, repairing or replacing such telecommunications equipment; and (3) use of all areas in any such building (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment.

**5. CONSTRUCTION, COMMISSIONING, AND FIXTURING.**

**5.01 Construction of the U.S. Federal Plaza Facilities.** If Lessor proceeds, at its sole discretion, to construct the U.S. Federal Plaza Facilities, then Lessor's construction of the US Federal Plaza Facilities shall be in compliance with the requirements of **Exhibit E-1** and Lessor shall achieve the US POE Agency Buildings Handover Date at least six (6) months prior to the International Crossing Opening Date and Substantial Completion and Final Completion of the U.S. Federal Plaza Facilities by the dates set forth in the Commissioning Schedule.

**5.02 Commissioning of the U.S. Federal Plaza Facilities.** The process and requirements for the Commissioning of the U.S. Federal Plaza Facilities are set forth in **Exhibit F** and the U.S. shall actively and timely participate in that process as set forth in **Exhibit F**.

**5.03 Furniture, Fixtures & Equipment; Staffing.**

A. Promptly following the US POE Agency Buildings Handover Date, Lessee will proceed to install and make operational its Furniture, Fixtures & Equipment, which includes but is not limited to the Initial Furniture, Fixtures & Equipment, at the Premises and prepare to staff the Premises for the Permitted Use as of the International Crossing Opening Date. Such installation, operational achievement and staffing shall be completed by ten (10) days before the International Crossing Opening Date.

B. Lessee shall keep Lessor apprised of the anticipated timetable and the status of the funding, ordering, delivery dates, installation dates, and operational dates of the Initial Furniture, Fixtures & Equipment. If at any time it appears to Lessor in its reasonable commercial judgment that the Initial Furniture, Fixtures & Equipment will not be installed and operational in time for Lessee to meet the deadline set forth in Subsection 5.03.A., above, Lessor may exercise its emergency self-help right set forth in Section 14.08 of this Sublease.

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6. OPERATIONS AND MAINTENANCE.

- 6.01 **Operations and Maintenance of Premises.** Subject to Section 6.02, Lessor shall Operate and Maintain the Premises in compliance with the requirements of **Exhibit E-2**.
- 6.02 **Repairs to Premises Necessitated by a Lessee Party.** Lessor shall not be required to incur the cost to make any repairs to the Premises occasioned by the negligent act or omission or willful misconduct of a Lessee Party, and Lessee shall reimburse Lessor for such repairs.
- 6.03 **Maintenance of Furniture, Fixtures & Equipment.** Lessee shall Maintain all Furniture, Fixtures & Equipment and any other property it owns or controls or has permitted to be on the Premises.
- 6.04 **On-Site Lessor Management.** Lessor shall provide an on-site superintendent or a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations. "On-site" shall mean a person located on any property used for the International Crossing, irrespective of whether located on the Michigan Crossing.
- 6.05 **OMR Committee.** To ensure transparency on Operation and Maintenance, there is a U.S. Federal Plaza OMR Committee ("*OMR Committee*") provided for in **Exhibit E-2**. GSA and CBP have representatives (or a joint representative) on the OMR Committee. As may more particularly be provided in **Exhibit E-2**, the OMR Committee will meet at least monthly, unless all the representatives on the OMR Committee agree otherwise, to discuss, monitor and evaluate ongoing performance under this Sublease, including staffing of the Premises, and the Operation and Maintenance of both the Premises and the Furniture, Fixtures & Equipment. The OMR Committee may require periodic reports from Lessor or Concessionaire with respect to the Operation and Maintenance of the Premises and from the U.S. Federal Agencies involved in the Permitted Use with respect to staffing of the Premises and the Operation and Maintenance of the Furniture, Fixtures & Equipment.
- 6.06 **Waste.** Lessee shall not commit or suffer to be committed any waste upon the Premises.

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**6.07 National Historic Preservation Act Requirements.**

- A. Lessor and Lessee shall comply with the Memorandum of Agreement and any applicable provisions of the National Historic Preservation Act ("NHPA").
- B. Compliance requirements under Section 106 of the NHPA apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.
- C. The costs for development of design alternatives and review submittals for work required under the NHPA are the sole responsibility of Lessor. In addition, construction costs relating to such design alternatives are the sole responsibility of Lessor. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

**6.08 Randolph-Sheppard Compliance.** During the term of this Sublease, the Lessor may not establish vending facilities within the Premises that will compete with any Randolph-Sheppard vending facilities.

**6.09 Telecommunications; Local Exchange Access.**

- A. Lessee may elect to contract its own telecommunications (voice, data, video, internet or other emerging technologies) service in the Premises. Lessee may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. Lessor shall allow Lessee's designated telecommunications providers access to utilize existing building wiring to connect its services to the Premises. If the existing building wiring is insufficient to handle the transmission requirements of Lessee's designated telecommunications providers, Lessor shall provide access from the point of entry into any building to the Premises, subject to any inherent limitations in the pathway involved.
- C. Lessor shall allow the Lessee's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight

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and wind load conditions, to roof, parapet, or building envelope as required. Access from the antennas to the Premises shall be provided.

- D. Lessor shall allow Lessee's designated telecommunications providers to affix antennas and transmission devices throughout the Premises and in appropriate common areas frequented by the Lessee's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

**7. SECURITY REQUIREMENTS; ACCESS.**

- 7.01 **Security Requirements; Access.** Lessor shall cause each Lessor Party to comply with the security requirements set forth on **Exhibit E-3**. Lessee shall allocate sufficient resources to process and provide necessary clearances for each Lessor Party who is required to have such a clearance under this Sublease so that all of the obligations of Lessor under this Sublease may proceed and occur in a timely manner. In addition, subject to the security requirements set forth on **Exhibit E-3**, Lessor and each Lessor Party shall have access to the Premises at all times to carry out the obligations of Lessor under this Sublease.

**8. GOVERNING LAW.**

- 8.01 **Governing Law.** U.S. law, or the law of Michigan if no U.S. law applies, governs the rights and duties of Lessor and Lessee under this Sublease. Notwithstanding the foregoing, for sake of consistency of interpretation as between Lessor and Lessee under this Sublease and Lessor and Concessionaire under a Public-Private Agreement, **Exhibits E-1, E-2, E-3 and F** shall be interpreted: (a) in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any choice of law rules that might direct the application of the laws of another jurisdiction; and (b) consistent with any prior decision that may have been made by any court, tribunal or authorized person or body, including but not limited to any independent certifier, summary committee, arbitrator or the like who is authorized under a Public-Private Agreement to render such a decision.

**9. SUBLETTING AND ASSIGNMENT.**

- 9.01 **Subletting and Assignment.** Lessee may not sublet or assign any part of the Premises. However, it is understood that GSA, in accordance with its authorities and policies, will enter into occupancy agreements with other U.S. Federal

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Agencies involved in the Permitted Use. Lessor may assign this Sublease and its rights, duties and obligations hereunder to Her Majesty the Queen in Right of Canada, or any province or any of their political subdivisions, or a Crown corporation, or any corporation designated in writing by Her Majesty. Provided that such assignee agrees to assume all of Lessor's rights, duties and obligations under this Sublease from and after the date of such assignment, Lessor shall be released upon such assignment from all rights, duties and obligations arising under this Sublease from and after the date of such assignment. No name change of Lessor shall be deemed an assignment.

**10. LOSS AND DAMAGE.**

**10.01 Loss or Damage.**

- A. If the Premises are partially or totally destroyed by fire or other casualty, and provided that the Public-Private Agreement is not terminated for such destruction pursuant to the terms of such Public-Private Agreement, the loss or damage to the Premises shall be promptly replaced, repaired or rebuilt by Lessor. Notwithstanding the foregoing, if such loss or damage is caused by the negligent act or omission or willful misconduct of a Lessee Party, Lessee shall reimburse Lessor the cost of such replacement, repair or rebuilding. The obligation of Lessor shall be limited to reconstructing the Premises in accordance with **Exhibit E-1** except as the parties may otherwise agree to as part of Redevelopment. Upon Lessor's replacement, repair or rebuilding of the Premises, Lessee shall promptly repair and replace any Furniture, Fixtures & Equipment that have been destroyed or otherwise rendered inoperable.
- B. Any loss or damage to any Furniture, Fixtures & Equipment or any other property Lessee owns or controls or has permitted to be on the Premises shall be the responsibility of Lessee. Notwithstanding the foregoing, if the loss or damage to such Furniture, Fixtures & Equipment is caused by the negligent act or omission or willful misconduct of a Lessor Party, Lessor shall reimburse Lessee the cost of such repair or replacement.
- C. In addition to any other rights Lessor may have under this Sublease or under applicable law, Lessor may pursue a claim against Lessee under the Federal Tort Claims Act for any loss or damage to the Premises if the loss

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or damage arises from the negligent act or omission or willful misconduct of an employee of a U.S. Federal Agency.

**11. ALTERATIONS AND REDEVELOPMENT.**

**11.01 Alterations and Redevelopment Requested by the Lessee.**

- A. *Post-Completion Alterations.* After Final Completion of the Premises, Lessor shall be responsible for performing alterations of the Premises at Lessor's sole cost and expense if Lessor and Lessee agree such alterations are Reasonably Needed, and a schedule for completion of such alterations is mutually agreed upon by Lessor and the Lessee, each of which must be consistent with the P3 Procurement Process, the Master Lease, this Sublease and any Public-Private Agreement, as appropriate.
- B. *Redevelopment.* Lessor shall be responsible for redeveloping the Premises at Lessor's sole cost and expense if Lessor and Lessee agree that redevelopment is Reasonably Needed and Lessor and Lessee mutually agree to the schedule for completion of such redevelopment, each of which must be consistent with the P3 Procurement Process, the Master Lease, this Sublease and any Public-Private Agreement, as appropriate.
- C. *Reasonably Needed or Reasonable Need.* Reasonable Need shall be established if the Post-Completion Alteration or Redevelopment: (i) is consistent with customs, border security and inspection best practices; (ii) is in accordance with the operational policies of the U.S. Federal Agencies involved in the Permitted Use of the Premises, as such policies may be revised from time to time; (iii) is also implemented in all material respects at Comparable International Border Crossings in the U.S., and (iv) gives due regard for the financial constraints on Lessor, the financial impact under the applicable Public-Private Agreement, and the financial viability of the International Crossing. If Lessor and Lessee are unable to agree as to whether a Post-Completion Alteration or Redevelopment is Reasonably Needed, then the dispute shall be resolved as provided in Article 14.
- D. *Documentation.* Upon establishing there is Reasonable Need for the applicable Post-Completion Alterations or Redevelopment, such provisions shall be incorporated by amendment to this Sublease. In the amendment, Lessor and the Lessee shall memorialize: (i) the detailed

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scope of Lessor's obligations to perform the Post-Completion Alterations or Redevelopment; (ii) how such costs will be reimbursed to the Lessor (if applicable); and (iii) a schedule for the work to be done within a reasonable time period and the process for Commissioning, if different than the process provided for in **Exhibit F**.

**11.02 Lessee-Made Alterations.** With the prior consent of Lessor, such consent not to be unreasonably withheld, Lessee shall have the right to make alterations, attach fixtures, and erect structures or signs in or upon the Premises, which fixtures, additions or structures so placed in, on, upon, or attached to the Premises shall be owned by the Lessee and may be removed or otherwise disposed of by the Lessee. It shall be reasonable for Lessor to withhold its consent if such alterations will increase the cost of the Operations or Maintenance required to be provided by Lessor under this Sublease.

**12. SURRENDER; HOLDOVER.**

**12.01 Surrender.** Except as provided in Section 12.02 below, upon the expiration of the term of this Sublease, Lessee shall quit and surrender the Premises to Lessor in their then "AS IS" condition and Lessor shall accept the Premises in their then "AS IS" condition. At its sole option, at the expiration of the term of this Sublease the Lessee may abandon its Furniture, Fixtures & Equipment and any other personal property it owns or controls or has permission to be on the Premises, in which case such property will become the property of Lessor and Lessee will be relieved of any liability in connection therewith. Notwithstanding the foregoing, no later than one hundred twenty (120) days after such expiration or termination, Lessee shall remove all Furniture, Fixtures & Equipment and any other property it owns or controls or has permitted to be on the Premises that contain a Hazardous Substance.

**12.02 Holdover.** In the event of a termination of this Sublease upon default by Lessor as provided in Section 14.06 below, Lessee may continue in possession and occupy and operate the Premises solely for the Permitted Use during the term of the Crossing Agreement so long as Lessee continues to abide by and perform its obligations under this Sublease as if this Sublease had not been terminated. In addition, in the event of the expiration or termination of the Crossing Agreement, Lessor and Lessee intend to negotiate in good faith with each other and with MDOT to permit Lessee to continue to use the Premises for the Permitted Use.

**13. ENVIRONMENTAL.**

**13.01 Environmental Due Diligence and Clean-Up.** If Lessor or Lessee is liable under CERCLA, then as between Lessor and Lessee:

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- A. *Lessor's Responsibilities.* Except as provided in Subsection 13.01.B. below, Lessor is responsible for performing all "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of CERCLA) at the Premises that are necessary and consistent with the National Contingency Plan and that are required under an administrative order, consent decree or judicial order issued against or entered into by Lessor or Lessee as a liable party under CERCLA ("*Required Response Actions*"). Lessor must provide the Lessee with a summary report demonstrating completion of all Required Response Actions prior to the US POE Agency Buildings Handover Date. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.
- B. *Lessee's Responsibilities.* If a release of Hazardous Substances is attributable to a Lessee Party's actions or non-actions, or third parties acting by or through Lessee, then Lessee is responsible for performing all Required Response Actions. Any remediation performed by or on behalf of Lessee must be undertaken in strict compliance with all applicable federal, state and local laws and regulations. Lessee's obligations under this Subsection 13.01.B. shall survive the expiration or termination of this Sublease.

**13.02 National Environmental Policy Act Requirements.** The National Environmental Policy Act requires an environmental impact statement to be prepared by Lessee for non-excluded major federal actions significantly affecting the quality of the human environment. If binding mitigation measures are included in the environmental impact statement, the Lessee acknowledges and agrees that it has incorporated such mitigation measures identified and adopted by the Lessee in the design and construction drawings and specifications referenced in **Exhibit E-1** attached to this Sublease, and Lessor shall comply with such measures so specified in **Exhibit E-1**. All costs and expenses for development of design alternatives, mitigation measures and review submittals for the foregoing work to be performed under this Sublease in accordance with **Exhibit E-1** are the sole responsibility of Lessor.

**13.03 Hazardous Substances.** As of the Effective Date, and subject to Section 13.01, Lessor does not have knowledge or information of the presence of Hazardous Substances in the environment on the Premises in concentrations that give rise to a Required Response Action. Lessor shall notify Lessee if it acquires knowledge or information of the presence of Hazardous Substances in the environment on the Premises in concentrations that require response actions under CERCLA.

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**13.04 Notice of Facility Status.** Pursuant to Section 16(1) of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. ("*Part 201*"), Lessor notifies Lessee that all or a portion of the Premises is a "facility" within the meaning of Section 1(s) of Part 201 ("*Part 201 Notice*"). All information known to Lessor regarding the general nature and extent of the releases that qualify any portion of the Premises as a "facility" is set forth in reports (including Project Area Contaminate Surveys, Preliminary Site Investigation reports and Baseline Environmental Assessment reports), copies of which have been provided to Lessee and are incorporated by reference into this Part 201 Notice.

**14. DISPUTE RESOLUTION AND SELF-HELP PROCEDURES.**

**14.01 Alleged Event of Non-Performance.** Any one or more of the following shall constitute an "Alleged Event of Non-Performance" under this Sublease:

- A. Lessee is alleged by Lessor to fail to observe or perform any of the terms, conditions or covenants of this Sublease to be observed or performed by Lessee, and such alleged failure is not cured or otherwise satisfactorily addressed within five (5) Working Days after notice of such alleged failure from Lessor to Lessee;
- B. Lessor is alleged by Lessee to fail to observe or perform any of the terms, conditions or covenants of this Sublease to be observed or performed by Lessor, and such alleged failure is not cured or otherwise satisfactorily addressed within five (5) Working Days after notice of such alleged failure from Lessee to Lessor.

Notwithstanding anything to the contrary contained in this Sublease, the decision of the Independent Certifier that a US POE Handover (which includes US POE Agency Buildings Handover) or Substantial Completion (as each of those terms is defined in **Exhibit F**) has been achieved is final and binding on the Parties. Without limiting the foregoing sentence, such decision shall not be the subject of an Alleged Event of Non-Performance or a Dispute (defined below) and will not be subject to the dispute resolution procedures set forth in this Sublease. Except for the foregoing decision as to achievement of a US POE Handover or Substantial Completion, all other decisions of the Independent Certifier, including as to Minor Deficiencies (as that term is defined in **Exhibit F**), shall be subject to the dispute resolution procedures set forth in this Sublease, which shall commence upon a notice of an Alleged Event of Non-Performance given by one Party to the other Party no later than ten (10) Working Days after the Independent Certifier renders its decision in writing and if such notice is not timely given the Independent Certifier's Decision (as that term is defined in **Exhibit F**) shall be final.

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**14.02 Negotiation Procedure.** If the Alleged Event of Non-Performance is not cured or otherwise satisfactorily addressed within the five (5) Working Day period described above in Section 14.01, Lessor and Lessee shall meet in person at the offices of Lessor, as soon as possible based on the urgency of the situation but in no case later than ten (10) Working Days after the notice of the Alleged Event of Non-Performance, and negotiate in good faith to resolve the Alleged Event of Non-Performance. Lessee shall be represented by the POC and the Lessor shall be represented by its director of plazas.

Should the Alleged Event of Non-Performance not be cured or otherwise satisfactorily addressed within a period of ten (10) Working Days after the notice of the Alleged Event of Non-Performance, it shall then be referred to the Regional Commissioner of Public Buildings Service or his/her equivalent of Lessee and the president/CEO of Lessor who shall meet in person at the offices of Lessor as soon as possible, based on the urgency of the situation, but in no case later than twenty (20) Working Days after the notice of the Alleged Event of Non-Performance, and negotiate in good faith to resolve the Alleged Event of Non-Performance.

If the parties are unable to resolve the Alleged Event of Non-Performance during the negotiation procedure described above (the "*Negotiation Procedure*"), upon expiration of the time periods provided for above the Alleged Event of Non-Performance shall be a "*Dispute*".

**14.03 Facilitative Mediation.** If the Alleged Event of Non-Performance has ripened into a Dispute, the parties shall jointly select a facilitative mediator. If the parties cannot agree on the choice of mediator within ten (10) Working Days from the date of the conclusion of the Negotiation Procedure, then a Neutral Arbitrator (defined in Section 14.04.A below) shall be randomly selected to serve as the mediator.

The parties, with the concurrence of the mediator, will jointly select a date for the mediation that is no later than twenty (20) Working Days from the date of the appointment of the mediator. The parties shall exchange all information on which they intend to rely in any oral or written representation during the mediation. This exchange must be completed no later than five (5) Working Days prior to the date set for the mediation.

During the course of the mediation, the parties shall not commence judicial, arbitration or similar proceedings between them which concern the same matter that is the subject of the mediation except where it is necessary to take action to preserve rights while the mediation process is ongoing.

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Mediation shall terminate should any of the following events occur:

- A. The parties deliver a joint written notice to the mediator informing the mediator that the Dispute has ended or that they have jointly decided to terminate the mediation without resolution; or
- B. Any deadline set for the mediation expires, with the exception of any extension of such deadline granted by either Party, provided that the mediator gives the parties written notice of said expiration.

The mediator may not be called upon to testify on behalf of either of the Parties in any subsequent judicial, arbitration or similar proceeding in respect of any aspect whatsoever of the mediation.

The Parties shall equally share the costs of the mediator's fees and expenses, and such costs may not be the subject of a Dispute in damages or otherwise.

**14.04 Arbitration.** Should the Parties fail to resolve the Dispute in accordance with the foregoing procedures, the Parties shall refer the Dispute to non-binding arbitration in accordance with the provisions of this Section 14.04. At any time, the Parties can voluntarily agree in writing to make the arbitration binding. Arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules in effect on the Effective Date of this Sublease, except as otherwise provided in this Sublease or as otherwise agreed by the Parties in writing. The UNCITRAL Arbitration Rules can currently be found at: <http://www.uncitral.org/pdf/english/texts/arbitration/arb-rules-2013/UNCITRAL-Arbitration-Rules-2013-e.pdf>. With the consent of Lessee, which Lessee may withhold in its sole discretion, Lessor may in lieu of commencing or defending arbitration regarding a Dispute with Lessee under this Sublease join Lessee to proceedings concerning the same subject matter as the Dispute and involving the Concessionaire and/or a Michigan Party on terms and conditions acceptable to Lessee and Lessor.

- A. *Appointment of Arbitrators.* The Designated Arbitrators and Neutral Arbitrators for the purpose of this Sublease shall be those individuals serving from time-to-time as "Designated Arbitrators" and "Neutral Arbitrators" pursuant to the Crossing Agreement.
- B. *Independence.* Each Party acknowledges and confirms that all Designated Arbitrators and all Neutral Arbitrators shall have a duty to act independently and impartially in any Dispute regardless of how or by whom they were designated, chosen or appointed and to have no ex parte

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communications with either of the Parties or their counsel regarding a Dispute. Each Designated Arbitrator and each Neutral Arbitrator shall sign an acknowledgment and agreement in which such arbitrator acknowledges and agrees that s/he: (i) qualifies as a Neutral Arbitrator or Designated Arbitrator, as the case may be, in accordance of the provisions of this Section 14.04; (ii) accepts the appointment pursuant to the terms of this Section 14.04; (iii) will have a duty to act independently and impartially in any Dispute and will have no ex parte communications with any other Parties regarding the Dispute; (iv) has disclosed and immediately prior to any Dispute will disclose to the Parties any prior or current relationship with either of the Parties in any other circumstance that could call into question his or her ability to adjudicate a dispute in any independent and impartial manner including, without limitation, any prior or current relationship with: either Party in relation to any matter whatsoever; Canada, the U.S., Michigan, the Government of Ontario, the City of Windsor, the City of Detroit, each in relation to the International Crossing only; and/or any person related to the Ambassador Bridge, including but not limited to, the Detroit River International Bridge Company, the Canadian Transit Company, and/or Centra Cartage Company of Detroit; and (v) will keep confidential, to the maximum extent permitted by applicable law, all materials and information provided or delivered in any arbitration proceeding, including any decision of the arbitrator(s).

- C. *Standard Dispute Arbitration Procedures.* Except as otherwise agreed by Lessor and Lessee, and except as otherwise provided below with respect to expedited arbitration procedures, the following dispute arbitration procedures shall apply.

An arbitration under the standard dispute resolution procedures shall be commenced by Lessor or Lessee giving notice of a Dispute to the other. The notice shall state the basis upon which the standard dispute resolution procedures apply pursuant to the provisions of this Section 14.04.

The arbitration shall be conducted by a three-arbitrator panel. Within forty-eight (48) hours following the commencement of an arbitration by a notice of a Dispute, each of Lessor and Lessee must send notice to the other of their choice of a Designated Arbitrator to serve on the panel, and Lessor and Lessee shall by lot choose which of the Neutral Arbitrators shall act as the third arbitrator and chair of the arbitral panel, and if the

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Neutral Arbitrator so chosen is not available to act as the third arbitrator, which of the remaining two Neutral Arbitrators shall act as the third arbitrator and chair of the arbitral panel. If neither Neutral Arbitrator chosen by lot is available to act as the third arbitrator, the third Neutral Arbitrator shall act as the third arbitrator and chair of the arbitral panel.

Unless otherwise agreed by Lessor and Lessee, the arbitration shall be held in Windsor, Ontario, if Lessee initiates the arbitration, and in Detroit, Michigan, if Lessor initiates the arbitration. The arbitral panel shall have the power to establish any procedures that are not inconsistent with this Sublease or the UNCITRAL Arbitration Rules.

The arbitrators shall have the power to proceed with the arbitration and deliver the decision or award notwithstanding the non-performance by either Party in respect of any procedural order made by the arbitrators.

The arbitral panel may grant such remedy or relief that is just and equitable and within the scope of this Sublease and available under applicable law, except a termination of this Sublease granted as a remedy shall be subject to Section 14.06 below.

The arbitrators' decision shall be by majority.

If the arbitration is non-binding and an award of money is made to a Party, the Party that is required to make any payment to the other Party pursuant to the award of the arbitral panel shall do so no less than thirty (30) days after the date the award is issued ("*Initial Payment*"), subject to final adjustment under Section 14.05 below.

If the Parties agreed to make the arbitration binding, then the decision or award of the arbitral panel shall be final and binding and no appeal shall lie therefrom and the Parties shall be deemed to have waived their right to any form of recourse against any decision or award rendered by the arbitral panel to any court or other competent authority. Judgment upon a binding decision or award rendered by the arbitral panel may be entered in any court having jurisdiction.

- D. *Expedited Arbitration Procedures.* Except as otherwise agreed by Lessor and Lessee, expedited arbitration procedures shall apply to any Dispute with a monetary value of less than US \$50,000.00 as claimed by the

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initiating Party ("*Limited Monetary Jurisdiction Amount*"), to any Dispute arising before the International Crossing Opening Date, to any dispute where Lessor has exercised its right of self-help under Section 14.08 or 14.09 below, and to any other Dispute when agreed by Lessor and Lessee. Lessor and Lessee expressly waive an evidentiary trial or oral argument and agree that the expedited arbitration procedure shall be conducted solely on the basis of written submissions. The Limited Monetary Jurisdiction Amount shall be adjusted on each ten (10) year anniversary of the Effective Date of this Sublease based on the intervening change in the Consumer Price Index for All Urban Consumers ("*CPI-U*"), or if such index is discontinued, a replacement index, or if there is no replacement index, a substantially similar index.

An arbitration under the expedited arbitration procedures shall be commenced by Lessor or Lessee giving notice of a Dispute to the other. The notice shall state the basis upon which the expedited dispute resolution procedures apply pursuant to the provisions of this Section 14.04.

The arbitration shall be conducted by a sole arbitrator. Within forty-eight (48) hours following receipt of the notice of the commencement of the arbitration, Lessor and Lessee shall by lot choose which of the Neutral Arbitrators shall act as the sole arbitrator under the expedited arbitration procedures, and if the Neutral Arbitrator so chosen is not available to act as the sole arbitrator, which of the two remaining Neutral Arbitrators shall act as sole arbitrator. If neither Neutral Arbitrator chosen by lot is available to act as sole arbitrator, the third Neutral Arbitrator shall act as sole arbitrator.

The sole arbitrator shall have power to establish any procedures that are not inconsistent with this Sublease or the UNCITRAL Arbitration Rules, including limits on the length of any submissions under the expedited dispute resolution procedures.

Except as otherwise agreed by Lessor and Lessee, the following timetable shall apply sequentially, following the selection of the sole arbitrator:

- (i) Notice of claim(s) and remedies sought: Two (2) Working Days

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- (ii) Statement of defense(s) and counterclaim(s): Two (2) Working Days
- (iii) Response to counterclaim(s) and statement of affirmative defense(s): Two (2) Working Days
- (iv) Voluntary exchange of relevant non-privileged documents and information to be used in support of claim(s) and defense(s): Three (3) Working Days.
- (v) Submission of concise statement of position, including summary of facts and statement of applicable law and the basis of the relief sought and supporting exhibits: Seven (7) Working Days.
- (vi) Evidentiary Trial or Oral Argument: None
- (vii) Final Award: Seven (7) Working Days
- (viii) For greater certainty, the expedited dispute resolution procedures shall be undertaken and completed within twenty-one (21) Working Days, unless a counterclaim is made, when the process shall be undertaken and completed within twenty-three (23) Working Days.
- (ix) The sole arbitrator shall have the power to proceed with the arbitration and deliver the award notwithstanding the non-performance by either Party in respect of any procedural order made by the arbitrator.
- (x) The sole arbitrator may grant such remedy or relief that is just and equitable and within the scope of this Sublease and available under applicable law, except a termination of this Sublease granted as a remedy shall be subject to Section 14.06 below and if the sole arbitrator's Limited Monetary Jurisdiction Amount is invoked the value of any award shall not exceed such jurisdictional limit.
- (xi) If the arbitration is non-binding and an award of money is made to a Party, the Party that is required to make any payment to the other Party pursuant to the award of the sole arbitrator shall do so no less than thirty (30) days after the date the award is issued (also, an

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"Initial Payment"), subject to final adjustment under Section 14.05 below.

- (xii) If the Parties agreed to make the arbitration binding, then the decision or award of the sole arbitrator shall be final and binding and no appeal shall lie therefrom and the parties shall be deemed to have waived their right to any form of recourse against any decision or award rendered by the sole arbitrator to any court or other competent authority. Judgment upon a binding decision or award rendered by the sole arbitrator may be entered in any court having jurisdiction.
- E. *Fees and Costs of Designated Arbitrators/Neutral Arbitrators.* The fees and the reasonable travel and other expenses of any Designated Arbitrator or any Neutral Arbitrator for acting in any Dispute and the reasonable costs of expert advice and of other assistance required by the sole arbitrator or arbitral tribunal, as the case may be, in any Dispute shall be determined in accordance with the UNCITRAL Arbitration Rules and shall be borne equally by the Parties, unless the arbitral tribunal or sole arbitrator otherwise determines on the ground that the commencement of the arbitration was frivolous, vexatious, or not in good faith.
- F. *Exclusive Remedy.* If the Parties choose to make the arbitration binding, then (i) the provisions of this Section 14.04 shall be the sole and exclusive remedy of the Parties with respect to any Dispute, (ii) the Parties shall be deemed to have agreed not to bring, or cause to be brought, in a court of law any action, proceeding, or cause of action whatsoever with respect to any Dispute, other than as necessary to enforce the award or decision of the arbitral panel or the sole arbitrator acting under this Sublease, and (iii) the Parties shall execute such agreements and other documents as necessary to make such award or decision enforceable in a court of law.

**14.05 Contract Disputes Act Proceedings.** If the arbitration is non-binding and if one Party declines to accept the non-binding arbitration decision or award, then either Party may initiate proceedings under the U.S. Contract Disputes Act ("USCDA"). In addition, at Lessor's sole discretion, at the conclusion of mediation and without proceeding through arbitration Lessor may initiate proceedings under the USCDA. The statutes of limitations and other deadlines for assertion of claims and/or other rights under the USCDA for a Dispute are tolled from the date of the notice of the Alleged Event of Non-Performance until the date of the conclusion of mediation

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or the decision or award made through non-binding arbitration, whichever is later. At Lessor's sole discretion, Concessionaire could appear for Lessor and prosecute or defend such an action. Each Party will make a final payment or a refund or adjustment of the Initial Payment to the other based on a final and unappealable judgment entered in the proceedings under the USCDA.

**14.06 Right to Terminate.** If in any judicial, arbitration, or similar proceeding the termination of this Sublease is ordered as a remedy, then such order shall not be effective until: (i) the Party entitled to that remedy has provided sufficient notice and a reasonable period of time to cure the non-performance to the other Party, including engaging in consultations between Canada and the U.S. to avoid termination; and (ii) in the case of non-performance by Lessor, allowing sufficient time for Lessor to declare the Concessionaire in default and exercise its remedies under the Public-Private Agreement.

**14.07 Continuing Performance.** At all times, notwithstanding the existence of any Dispute, the Parties shall continue to perform their respective obligations in accordance with the provisions of this Sublease without prejudice to the right to contest, dispute and challenge the relevant matter in accordance with the provisions of this Sublease, provided that this Section 14.07 shall not apply to a Party where the other Party has repudiated, terminated or abandoned performance of this Sublease. Except as provided in Sections 14.08, 14.09 or 14.10 below, and except for an Initial Payment, no Party shall exercise any remedy with respect to an Alleged Event of Non-Performance by the other Party under this Sublease until: (i) the Parties have settled the Dispute in writing; (ii) the arbitration panel or sole arbitrator, as the case may be, has made a binding decision or award with respect to the Dispute; or (iii) a final and unappealable judgment has been entered in proceedings conducted under the USCDA.

Subject to the express provisions of this Sublease, where there is a Dispute as to the amount of monies owing under this Sublease by either Party to the other Party, the portion of the amount owing that is not contested, disputed or challenged, if any, shall be paid when due under this Sublease, but without prejudice to the rights of the Parties to contest, dispute or challenge the disposition of the remaining portion of the monies disputed.

**14.08 Emergency Self-Help.** "Emergency" means any situation, event, condition, occurrence or circumstance in relation to the Furniture, Fixtures & Equipment or the Premises that:

- A. Causes or may cause a serious threat or risk to the health or safety of any person (including users of the Premises), to the environment or to the safety or integrity of the Premises or any property adjacent to or in the vicinity of the Premises which would impact on the Premises;

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- B. Materially prevents or interferes with the use of any part of the Premises or its safe operation;
- C. Prevents any governmental authority with jurisdiction over the Premises or any utility supplier to the Premises from carrying out any function or duty that it is required by applicable law in exercise of its emergency authority to carry out in respect of the Premises;
- D. Constitutes a state of emergency as determined by any governmental authority with jurisdiction over the Premises in exercise of its emergency authority; or
- E. Materially prevents or interferes with Lessor, Lessee, including any U.S. Federal Agency, from complying with its obligations under this Sublease and requires immediate action to prevent and/or mitigate the occurrence or risk of occurrence of the foregoing.

If:

- A. A Party acting reasonably considers the circumstances to constitute an Emergency; or
- B. A Party considers that a breach of any obligation of the other Party under this Sublease can reasonably be expected to create or result in an Emergency;

then such Party may give notice to other Party to take such action as such complaining Party reasonably considers necessary or expedient to mitigate, rectify or protect against such circumstances. The other Party shall use commercially reasonable efforts to comply with such complaining Party's requirements as soon as practicable.

If such complaining Party gives such notice to the other party and either:

- A. The other Party does not confirm, within ten (10) Working Days of such notice, or such shorter period as is reasonable in the circumstances described above, that it is willing to take the action required in such notice or present an alternative plan to the complaining Party to mitigate, rectify and protect against such circumstances (which alternative plan shall be subject to the complaining Party's approval, acting reasonably); or

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- B. The other Party fails to take the action required in such notice or in the accepted alternative plan within such time as set out in such notice or in the accepted alternative plan;

then the complaining Party may, at the complaining Party's expense, take such steps as it considers to be appropriate either itself or by engaging a third party and may perform or obtain the performance of the relevant action in accordance with this Sublease.

Any dispute with respect to the rights and obligations of Lessee or Lessor under this Section 14.08, including but not limited to whether a Party is obligated to reimburse the complaining Party for the action performed by or on behalf of a Party under this Section 14.08, shall be resolved by the dispute resolution procedure set forth above commencing at the Negotiation Procedure stage.

Lessee shall have no right or entitlement under this Section 14.08:

- A. That Lessor is not permitted to exercise;
- B. That Lessee is not permitted to exercise as a third party on behalf of Lessor;
- C. To any remedy or performance that is not permitted or required; or,
- D. To take any steps that would cause any default or breach by Lessor,

under the Public-Private Agreement. Lessor shall have no right or entitlement under this Section 14.08 that is prohibited by applicable law. Lessee shall have no right under this Section 14.08 relating to whether there is a Reasonable Need for Post-Completion Alterations to or Redevelopment of the Premises.

**14.09 Non-Emergency Self-Help.** Where Lessee has given Lessor notice of an Alleged Event of Non-Performance relating to Lessor's obligations under this Sublease regarding the Maintenance or Operation of the Premises or where Lessor has given Lessee notice of an Alleged Event of Non-Performance relating to Lessee's obligations under this Sublease regarding the Maintenance and Operation of the Furniture, Fixtures & Equipment, and such alleged default:

- A. Is not an Emergency;

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- B. Was not resolved through the Negotiation Procedure and has become a Dispute;
- C. Costs less than the Limited Monetary Jurisdiction Amount to cure; and
- D. Has a material adverse impact on the effective operation of the Premises for U.S. Federal Inspection Services, or has been of such a recurrent nature that it is likely that a future event of non-performance will occur,

then the complaining Party may, at its expense, after giving notice to the other Party of its intention to do so, take such steps as the complaining Party reasonably considers appropriate, either itself or by engaging others to take such steps, to perform or obtain the performance of such obligations of the other Party under this Sublease if after such notice is given by the complaining Party to the other Party:

- A. The other Party does not confirm, within thirty (30) Working Days of such notice that it is willing to take the steps required in such notice or present an alternative plan to the complaining Party to perform or obtain performance of such other Party's obligations under this Sublease (which alternative plan shall be subject to the complaining Party's approval, acting reasonably); or
- B. The other Party fails to take the steps required in such notice or in the accepted alternative plan within such time as set out in such notice or in the accepted alternative plan.

Any dispute with respect to the rights and obligations of Lessee or Lessor under this Section 14.09, including but not limited to whether a Party is obligated to reimburse the complaining Party for the work performed by or on behalf of the other Party under this Section 14.09, shall be resolved by the dispute resolution procedure set forth above commencing at the Negotiation Procedure stage. In the event that the dispute relates to the right of Lessee to proceed with self-help as described herein, the dispute resolution procedure shall be expedited so that the right to self-help is not unreasonably denied or delayed.

Lessee shall have no right or entitlement under this Section 14.09:

- A. That Lessor is not permitted to exercise;

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- B. That Lessee is not permitted to exercise as a third party on behalf of Lessor;
- C. To any remedy or performance that is not permitted or required; or,
- D. To take any steps that would cause any default or breach by Lessor,

under the Public-Private Agreement. Lessor shall have no right or entitlement under this Section 14.09 that is prohibited by applicable law. Lessee shall have no right under this Section 14.09 relating to whether there is a Reasonable Need for Post-Completion Alterations to or Redevelopment of the Premises.

**14.10 Reserve Account.** Lessor will fund a reserve account out of POE Building Availability Failure Deductions (as that term is defined in the Public-Private Agreement) relating to the Premises ("*Reserve Account*") up to U.S. \$200,000.00 ("*Reserve Account Cap*"). The Reserve Account Cap shall be adjusted on each ten (10) year anniversary of the Effective Date of this Sublease based on the intervening change in the CPI-U, or if such index is discontinued, a replacement index, or if there is no replacement index, a substantially similar index.

Lessor shall promptly withdraw funds from the Reserve Account to pay: (a) any Initial Payment due from Lessor to Lessee under non-binding arbitration completed under Section 14.04, above; (b) any award to Lessee issued under binding arbitration; and (c) to the extent applicable, any judgment in favor of Lessee under the USCDA. The amount in the Reserve Account does not, however, limit Lessor's liability for such payments. If, for any reason, the funds withdrawn from the Reserve Account and paid to Lessee under this paragraph are repaid by Lessee, in whole or in part, to Lessor, then Lessor shall promptly deposit such repaid funds back in the Reserve Account.

In addition, at the conclusion of mediation, Lessor may withdraw from the Reserve Account its reasonable and actual out-of-pocket costs for any self-help it has undertaken pursuant to Sections 14.08 or 14.09, above, subject to repayment of these sums back into the Reserve Account by Lessor upon Lessor's receipt of an Initial Payment from Lessee in accordance with Section 14.04, above, or any other payment from Lessee through a binding arbitration award, a judgment, or a settlement.

**14.11 Confidentiality.**

- A. *Confidential Information.* The following information is "Confidential Information": all information exchanged, whether verbally or in writing, as part of the Negotiation Procedure, the mediation process described in

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Section 14.03 (the "*Mediation Procedure*"), or the arbitration procedures described in Section 14.04 (the "*Arbitration Procedure*"); the results of the Negotiation Procedure, Mediation Procedure, or the Arbitration Procedure; and any agreement reached as part of the Negotiation Procedure, the Mediation Procedure, or the Arbitration Procedure.

In addition, all information exchanged, whether verbally or in writing, during the Negotiation Procedure or the Mediation Procedure shall be regarded as "without prejudice" communications for the purpose of settlement negotiations. However, evidence that is independently admissible or discoverable under the UNCITRAL Arbitration Rules or under the rules applicable to proceedings under the USCSA shall not be rendered inadmissible or non-discoverable by virtue of its use during the Negotiation or Mediation Procedures.

- B. *Nondisclosure Obligation.* A Party shall not provide, deliver or otherwise disclose any Confidential Information to any person other than (i) as to exchanged Confidential Information, with the written consent of the Party that provided the exchanged Confidential Information, or (ii) to a party to the Crossing Agreement in accordance with Subsection (C) below, or (iii) as reasonably necessary to enforce a decision or award of binding arbitration in accordance with Subsection (D) below, or (iv) to the recipient Party's Representatives, or in the case of Lessor to a Concessionaire or Private Entity with whom Lessor has contracted to satisfy an obligation under this Sublease, in accordance with Subsection (E) below, or (v) as required by applicable law in accordance with Subsection (F) below, or (vi) to the International Authority, if the providing Party designates such information as Confidential Information at the time it is provided.
- C. *Confidential Information Provided by a Party to Another Party.* Any Party that possesses Confidential Information may provide such confidential information to a party to the Crossing Agreement if the providing Party designates such information as Confidential Information at the time it is provided.
- D. *Enforcement of Arbitration Awards.* A Party (the "*Enforcing Party*") may include Confidential Information related to arbitration in one or more filings with a court having jurisdiction over another Party (the "*Defaulting*")

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Party”) if the inclusion of such Confidential Information in a filing with the court is reasonably necessary to enforce any binding decision or award of the arbitrators under this Sublease.

- E. *Confidential Information Provided by a Party to its Representatives.* The Parties’ confidentiality obligations shall apply to and include all of the Parties’ respective elected or public officials, officers, directors, employees, appointees, staff, attorneys, agents, advisors, accountants, consultants or other representatives (“*Representatives*”) who may receive Confidential Information. No Party shall provide Confidential Information to any of its Representatives, or in the case of Lessor to a Concessionaire or Private Entity, unless (i) it reasonably believes that such Representative, Concessionaire, or Private Entity needs to know the Confidential Information for the purpose of performing duties and actions that are necessary or appropriate in order for the Party to perform its obligations under this Sublease; and (ii) the Party has advised such Representative, Concessionaire or Private Entity of the confidentiality obligations of the Party under this Sublease and obtained the agreement in writing of such Representative, Concessionaire or Private Entity to maintain the confidentiality of all Confidential Information in accordance with applicable law, and this Sublease as if the Representative, Concessionaire or Private Entity were a party or signatory thereto.
- F. *Disclosure as Required by Applicable Law.* If a Party decides it is required by applicable law to disclose any Confidential Information, such Party (the “*Disclosing Party*”) shall promptly provide the other Party (“*Notice Recipient*”), with written notice of any such requirement, together with any related request or order for the disclosure of such Confidential Information, to enable any Notice Recipient to seek an appropriate protective order or take other appropriate action to resist or narrow such disclosure in accordance with applicable law. The Disclosing Party shall cooperate in good faith with any Notice Recipient and its Representatives and use reasonable efforts to obtain such a protective order or take other appropriate action to resist or narrow the disclosure in accordance with applicable law. If, in the absence of a protective order, a Party, after consulting with legal counsel, decides in good faith that it is required by applicable law to disclose certain Confidential Information, the Party, after notice to the Notice Recipient, may disclose such Confidential Information (and no other Confidential Information).

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- G. *Destruction or Return of Confidential Information.* Upon the request by the provider of any Confidential Information after the Party in possession of Confidential Information has been afforded a reasonable period of time in which to review the Confidential Information, the Party in possession of Confidential Information shall (and shall cause its Representatives, and in the case of Lessor, its Concessionaire or Private Entity, to) promptly (i) as specified in the request, either destroy or return to such provider all Confidential Information specified in the request without retaining any copies thereof and (ii) certify such destruction or return in writing. Notwithstanding any such destruction or return of Confidential Information, the Party and its Representatives, and in the case of Lessor, its Concessionaire and Private Entity, shall continue to be bound by the confidentiality obligations of this Sublease.

Notwithstanding a request to return or destroy Confidential Information, (i) a Party, Representative, Concessionaire or Private Entity in possession of such Confidential Information may retain such Confidential Information that such Party, Representative, Concessionaire or Private Entity in its reasonable judgment, is required to retain under applicable law, and (ii) a Party, Representative, Concessionaire or Private Entity in possession of such Confidential Information shall not be required to erase such Confidential Information that is electronically stored and that has been saved to a back-up file in accordance with such Party's, Representative's, Concessionaire's or Private Entity's back-up policy; provided that any Party, Representative, Concessionaire or Private Entity that retains Confidential Information pursuant to the foregoing shall promptly notify the Party that provided such Confidential Information of that fact and such notice shall include a reasonable description of such Confidential Information.

**15. MISCELLANEOUS.**

**15.01 Liens.** If a lien or claim of lien is filed against all or any part of or interest in the Premises by any contractor, subcontractor, mechanic, laborer, or materialman, arising from any act or action of a Lessee Party, then Lessee shall, after notice of such lien or claim of lien, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity of any such lien or claim of lien by appropriate proceedings, but in such event, Lessee shall promptly and fully bond over such lien by a statutory bond to prevent foreclosure against the Premises.

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**15.02 Successors Bound.** This Sublease shall bind, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

**15.03 Statement of Sublease.**

- A. Lessee shall, within thirty (30) days next following receipt of a joint written request from Lessor or transferee of the Lessor's leasehold interest in the Premises, execute and deliver to Lessor or transferee of Lessee a letter stating that the same is issued subject to the conditions stated in this Section 15.03 and, if such is the case, (1) that this Sublease is in full force and effect; and (2) whether any notice of default has been issued.
- B. Letters issued pursuant to this Section 15.03 are subject to the following conditions:
  - (i) That they are based solely upon a reasonably diligent review of Lessee's systems of records as of the date of issuance;
  - (ii) That the Lessee shall not be held liable because of any defect in or condition of the Premises, except as provided in this Sublease;
  - (iii) That Lessee does not warrant or represent that the Premises comply with applicable U.S., Michigan, or local law, except as provided in this Sublease; and
  - (iv) That the Lessor, and each prospective lender and transferee are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-transfer and pre-commitment inspection of the Premises and by inquiry to appropriate U.S., Michigan and local government officials.

**15.04 No Waiver.** No failure by either party to insist upon the strict performance of any provision of this Sublease or to exercise any right or remedy consequent upon a breach of this Sublease, and no acceptance of performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**15.05 Integrated Agreement.** This Sublease, together with all Exhibits referenced as being incorporated herein, upon execution contains the entire agreement of the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the

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provisions of this Sublease. There shall be no amendments to this Sublease except by written agreement between the Parties.

**15.06 Mutuality of Obligation.** The obligations and covenants of the Lessor, and the Lessee's obligations and covenants, arising under or related to this Sublease, are interdependent.

**15.07 Compliance with Applicable Law.** To the extent any of the following are enforceable against Lessor, Lessor shall comply with all U.S., Michigan and local laws applicable to its obligations under this Sublease, including, without limitation, laws applicable to the construction, Operation, Maintenance, Post-Completion Alterations and Redevelopment of the U.S. Federal Plaza Facilities, and obtain all necessary permits, licenses and similar items at its expense. To the extent any of the following are enforceable against Lessee, Lessee will comply with all U.S., Michigan, and local laws applicable to its occupancy of the Premises, the Permitted Use, or Lessee's obligations under this Sublease, including laws applicable to the acquisition, installation, and Maintenance of the Furniture, Fixtures & Equipment and the construction of any Lessee-Made Alterations.

**15.08 Notices.** Any notices which are required to be given under this Sublease or which either party may desire to give to the other shall be given in writing by personal delivery or by any other method in which delivery is confirmed. Delivery to Lessee shall mean delivery to the Lease Contracting Officer. Delivery to Lessor shall mean delivery to its chief executive officer with a copy to Warner Norcross + Judd LLP, 150 Ottawa Avenue, Grand Rapids, Michigan 49503, Attention: Windsor-Detroit Bridge Authority Client Services Manager. Each such notice shall be effective the first Working Day after the day of actual delivery. A Party may change its notice address by notice in writing to the other Party.

**15.09 Singular and Plural.** Words in this Sublease that are singular shall be read as plural whenever the latter would so apply and vice versa.

**15.10 No Partnership.** Nothing in this Sublease shall be deemed or construed by the parties, or by any third party, as creating a relationship of principal and agent or of partnership or joint venture between the parties.

**15.11 Ambiguities.** There shall be no presumption against either party's interpretation of this Sublease in the event of any drafting error or any inconsistency between or ambiguity in the terms of this Sublease.

**15.12 References; Headings.** Unless expressly provided otherwise in this Sublease, each reference in this Sublease to a particular Section, Subsection, or clause shall be to such Section, Subsection, or clause of this Sublease. Headings of Sections and Subsections are

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inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular Section or Subsection to which they refer.

**15.13 Time Is of The Essence.** Time is of the essence in this Sublease.

**15.14 No Third Party Beneficiaries.** Nothing in this Sublease is intended or shall be construed to confer or give any person, other than Lessor and Lessee and their respective successors and permitted assigns, any rights or remedies under or by reason of this Sublease.

**15.15 Further Acts or Assurances.** Lessor and Lessee shall, from time to time, promptly execute and deliver documents and take all further action as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Sublease. Further, either party, upon the request of the other, shall promptly execute and deliver written assurance of its intent to take all further action as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Sublease.

**15.16 Brokers.** Each party represents and warrants to the other that it has dealt with no broker in connection with this Sublease.

**15.17 Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by a Force Majeure Event, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party entitled to such extension hereunder shall give notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefor.

**15.18 Examination of Records by Comptroller General and GSA.** If Lessee pays to Lessor any funds appropriated or otherwise authorized for expenditure by Congress in connection with any claim or entitlement to such payment by Lessor under this Sublease, Lessor agrees that the Comptroller General of the U.S., the Administrator of the GSA, or any of their duly authorized representatives shall, until three (3) years after such payment under this Sublease, have access to all papers, records, books, ledgers, and other records of the Lessor that are pertinent to such payment.

**16. ADDITIONAL PROVISIONS REGARDING GREEN BUILDINGS.**

**16.01 Energy Star® Label.** Lessor must apply for and earn the ENERGY STAR® label for the U.S. Federal Plaza Facilities within eighteen (18) months after the International Crossing Opening Date.

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**16.02 Other Green Building Provisions.** Lessee acknowledges and agrees that all of the following requirements will be satisfied if Lessor obtains and maintains LEED Silver Certification for the Premises.

**A. *Recycled Content Products (Comprehensive Procurement Guidelines).***

- (i) The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act ("RCRA"), Section 6002, 1976.
- (ii) The Lessor shall use recycled content products as indicated in this Sublease and as designated by the U.S. Environmental Protection Agency ("EPA") in the Comprehensive Procurement Guidelines ("CPG"), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice ("RMAN"). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.
- (iii) The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Lease Contracting Officer. The request for waiver shall be based on the following criteria:
  - (a) The cost of the recommended product is unreasonable;
  - (b) Inadequate competition exists;
  - (c) Items are not available within a reasonable period; or
  - (d) Items do not meet Sublease performance standards.

**B. *Environmentally Preferable Building Products and Materials.***

- (i) The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

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- (ii) Refer to EPA's environmentally preferable purchasing website, [www.epa.gov/epp](http://www.epa.gov/epp) and USDA Bio-Preferred products website [www.biopreferred.gov](http://www.biopreferred.gov). In general, environmentally preferable products and materials do one or more of the following:
  - (a) Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
  - (b) Minimize the consumption of resources, energy, and water;
  - (c) Prevent the creation of solid waste, air pollution, or water pollution; or
  - (d) Promote the use of nontoxic substances and avoid toxic materials or processes.
- (iii) The Lessor is encouraged to use products that are extracted and manufactured regionally.

**C. Construction Waste Management.**

- (i) Recycling construction waste is mandatory for initial construction of the Premises and subsequent alterations under this Sublease.
- (ii) Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- (iii) The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
  - (a) Ceiling grid and tile;
  - (b) Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;

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- (c) Duct work and HVAC equipment;
  - (d) Wiring and electrical equipment;
  - (e) Aluminum and/or steel doors and frames;
  - (f) Hardware;
  - (g) Drywall;
  - (h) Steel studs;
  - (i) Carpet, carpet backing, and carpet padding;
  - (j) Wood;
  - (k) Insulation;
  - (l) Cardboard packaging;
  - (m) Pallets;
  - (n) Windows and glazing materials;
  - (o) All miscellaneous metals (as in steel support frames for filing equipment); and
  - (p) All other finish and construction materials.
- (iv) If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls ("PCBs") (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- (v) In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

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- (vi) Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Lease Contracting Officer. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.
- D. *Leadership in Energy and Environmental Design for New Construction ("LEED-NC").*
- (i) The Lessor shall obtain Silver level of certification from the U.S. Green Building Council ("USGBC") within twelve (12) months of project occupancy. For requirements to achieve Silver certification, Lessor must refer to the latest version at the time of submittal of LEED-NC Reference Guide at <http://www.usgbc.org>. At completion of LEED documentation and receipt of final certification, the Lessor must provide the Lessee two (2) electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED Online workspace and templates. In addition, the Lessor will provide the Lessee viewing access to the LEED Online workspace during design and through the term of this Sublease.
  - (ii) Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the Lessee may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and recover its costs (including administrative costs) from Lessor.
- E. *Leadership in Energy and Environmental Design for Commercial Interiors ("LEED-CI").*
- (i) The Premises must meet the requirements of LEED-CI (Leadership in Energy and Environmental Design for Commercial Interiors) at the Certified level. The Lessor, at the Lessor's expense, shall obtain certification from the USGBC within nine (9) months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED-CI Reference Guide at <http://www.usgbc.org>. At completion of LEED documentation and receipt of final certification, the Lessor must provide the Lessee two (2) electronic

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copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED Online workspace and templates. In addition, the Lessor will provide the Lessee viewing access to the LEED Online workspace during design and through the term of this Sublease.

- (ii) Prior to the end of the first nine (9) months of occupancy, if the Lessor fails to achieve LEED certification, the Lessee may assist the Lessor in implementing a corrective action program to achieve LEED certification and deduct its costs (including administrative costs) from the rent.

F. *Green Lease Submittals.* The Lessor shall submit to the Lease Contracting Officer:

- (i) Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the Premises. This information must be submitted no later than the submission of the design intent drawings;
- (ii) Material Data Safety Sheets or other appropriate documents upon request for products listed in this Sublease;
- (iii) Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in this Sublease;
- (iv) Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least fifty percent (50%)) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Lessee, upon written request of the Lessor and approval of the

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Lease Contracting Officer, may permit alternative means of disposal;

- (v) A Premises recycling service plan with floor plans annotating recycling area(s) as part of design intent drawings to be reflected on the CD submission;
- (vi) A signed statement from the Lessor explaining how all HVAC systems serving the Premises will achieve the desired ventilation of the Premises during the flush-out period called for in this Sublease;
- (vii) A written commissioning plan submitted to the Lease Contracting Officer prior to the completion of the design intent drawings that includes:
  - (a) A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the Lease Contracting Officer immediately); and
  - (b) A description of how commissioning requirements will be met and confirmed.
- (viii) At completion of LEED, documentation and receipt of final certification, along with two (2) electronic copies of all supporting documentation for certification on compact disk; and
- (ix) If renewable source power is purchased, documentation within nine (9) months of occupancy.

G. *Painting.* Lessor shall endeavor to use reprocessed latex paint in accordance with EPA's CPG ("Comprehensive Procurement Guidelines") on all painted surfaces where feasible. The type of paint shall be acceptable to the Lessee. *Utility Consumption Reporting.* Upon request from the Lease Contracting Officer, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Premises in monthly detail for the duration of this Sublease. These reports must be provided within forty-five (45) days of the end of each quarterly period and shall be in either written or electronic form, as requested by the

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Lessee. The reports shall contain the number of actual units consumed. If reports are available detailing only the Lessee's consumption, then the reports shall be limited solely to the Lessee's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

- I. *Selection of Cleaning Products.* The Lessor shall make careful selection of janitorial cleaning products and equipment to: use products that are packaged ecologically; use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and minimize the use of harsh chemicals and the release of irritating fumes. Note: Examples of acceptable products may be found at [www.gsa.gov/p2products](http://www.gsa.gov/p2products).
- J. *Selection of Paper Products.* The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- K. *Recycling.*
  - (i) The Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
  - (ii) Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
  - (iii) When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of building gross floor area) that serves the Premises for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During this Sublease term, the Lessor agrees, upon request, to provide the Lessee with additional information concerning recycling programs maintained in the Premises.

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**17. COMPLIANCE WITH SECTION 889(A)(1)(A) OF THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019 (PUB. L. 115-232).**

**17.01 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** This Sublease shall be subject to the following Federal Acquisition Regulation (“FAR”) clause. The term “Contractor” shall be deemed to refer to Lessor, the term “Government” shall be deemed to refer to Lessee, and the term “Contracting Officer” shall be deemed to refer to the Lease Contracting Officer.:

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

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(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018.

“Substantial or essential component” means any component necessary for the proper function or full performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an

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exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions

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undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and similar contractual instruments, including subcontracts for the acquisition of commercial items.

**17.02 Applicability of Prohibition to this Sublease.**

- A. *No Critical Technology.* Lessee has determined that no critical technology (as defined in FAR 52.204-25(a)) is being procured or obtained by Lessee from Lessor or otherwise provided by Lessor to Lessee as part of the Premises and that no critical technology is used by Lessor to provide any equipment, system or service to Lessee under this Sublease.
- B. *Certain Equipment, Systems and Services Not Provided or Used Under Sublease.* Lessee has determined that the following equipment, systems and services are not procured or obtained by Lessee from Lessor or otherwise provided by Lessor to Lessee as part of the Premises and are not used by Lessor to provide any equipment, system or service to Lessee under this Sublease and are therefore not subject to the prohibition set forth in FAR 52.204-25:

<b>Equipment/System/Service</b>	<b>Project Agreement Schedule Reference</b>
Concessionaire CCTV system including, cameras, head end, NVRs, monitors, and interfaces	<b>10/5</b>
Concessionaire ITS system including, cameras, radio receivers, motion detectors, head end, NVRs, monitors, and interfaces	<b>10/23</b>
Concessionaire LAN, Telco, IT, and radio systems	<b>11</b>

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- C. *Certain Equipment, Systems and Services Provided by Lessee.* Lessee has determined that the following equipment, systems and services are provided by Lessee as part of the Furniture, Fixtures and Equipment and are not procured or obtained by Lessee from Lessor or otherwise provided by Lessor to Lessee as part of the Premises and are not used by Lessor to provide any equipment, system or service to Lessee under this Sublease and are therefore not subject to the prohibition set forth in FAR 52.204-25 as it relates to Lessor:

<b>Equipment/System/Service</b>	<b>Project Agreement Schedule Reference and Stage II Design Submittal Package Reference</b>
RPM, LPR, RFID, transponder, z-Portal, baggage x-ray, and any other NII equipment wiring and interfaces	<b>10/9/2.2 (I)(i)(o)</b>

- D. *Certain Equipment, Systems and Services Provided or Used Under Sublease.* Lessee has determined that the following equipment, systems and services are procured or obtained by Lessee from Lessor or otherwise provided by Lessor to Lessee as part of the Premises or are used by Lessor to provide any equipment, system or service to Lessee under this Sublease and are therefore, subject to Subsection 17.02.E., subject to the prohibition set forth in FAR 52.204-25:

<b>Equipment/System/Service</b>	<b>Project Agreement Schedule Reference and Stage II Design Submittal Package Reference</b>
Fiber optic lines including terminations	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271303 COMMUNICATIONS BACKBONE CABLING
Copper CAT6 Ethernet cables including terminations	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271503 COMMUNICATIONS HORIZONTAL CABLING

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Copper and fiber patch panels	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271100 COMMUNICATIONS EQUIPMENT ROOM FITTINGS
Physical access control system (PACS) components, wiring, and head-end, and interfaces	<b>10/9/6.3 (B)(XI)</b> <b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b> 281300 PHYSICAL ACCESS CONTROL SYSTEM
Intrusion detection system (IDS) components, wiring, and head-end, and interfaces	<b>10/9/6.3 (B)(XIII)</b> <b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b> 281600 INTRUSION DETECTION
Intercommunication subsystem components, wiring, and head-end, and interfaces	<b>10/9/6.3 (B)(XVI)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 275123.20 COMMERCIAL INTERCOMMUNICATIONS AND PROGRAM SYSTEMS
Duress alarm components, wiring, and head-end	<b>10/9/6.3 (B)(XV)</b> <b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b> 281300 PHYSICAL ACCESS CONTROL SYSTEM
PA and paging components, wiring, and head-end	<b>10/9/6.3 (B)(XVII)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 275116 PUBLIC ADDRESS SYSTEMS (PA)
Radio antennae and signal wiring	<b>10/9/2.2 (L)(I)(O)</b>
Ethernet wiring and terminations for CBP CCTV audio and video equipment	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271503 COMMUNICATIONS HORIZONTAL CABLING
Dynamic (LED) message sign, lane open/closed signs, wiring, including Lessee interfaces	<b>10/9/4.2 (b)(viii)</b>
Building automation system (BAS) including equipment sensing	<b>10/9/8.3 D3060</b> <b>DIVISION 23 - HEATING, VENTILATING, AND AIR</b>

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components, wiring, head-end, and interfaces	<b>CONDITIONING (HVAC)</b> 230923 DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC
Fire alarm, components, wiring, head-end, monitors, and interfaces	<b>10/9/6.4 (A)</b> <b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b> 284621.11 ADDRESSABLE FIRE ALARM SYSTEM

- E. *Equipment, Systems and Services Subject to Exceptions.* Lessee has determined that the exception set out above in FAR 52.204-25(c)(2) is applicable to the following equipment, systems and services identified in Subsection 17.02.D:

<b>Equipment/System/ Service</b>	<b>Project Agreement Schedule Reference and Stage II Design Submittal Package Reference</b>
Fiber optic lines including terminations	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271303 COMMUNICATIONS BACKBONE CABLING
Copper CAT6 Ethernet cables including terminations	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271503 COMMUNICATIONS HORIZONTAL CABLING
Copper and fiber patch panels	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271100 COMMUNICATIONS EQUIPMENT ROOM FITTINGS
Ethernet wiring and terminations for CBP CCTV audio and video equipment	<b>10/9/2.2 (L)(I)(O)</b> <b>DIVISION 27 - COMMUNICATIONS</b> 271503 COMMUNICATIONS HORIZONTAL CABLING

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**18. DEFINITIONS.**

**18.01 Definitions.** Except as otherwise specifically noted in this Sublease, all capitalized terms set forth in this Sublease shall be interpreted by reference to the following definitions.

- A. *Canada* means (i) Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport, the Minister of Infrastructure and Communities or other designated ministry, (ii) the Government of Canada and each department, ministry or agency thereof, and (iii) the country of Canada, as the context may require. Canada does not include Lessor.
- B. *CBP* means U.S. Customs and Border Protection, a component of the Department of Homeland Security of the United States of America.
- C. *CERCLA* means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, et seq.
- D. *Commissioning* has the meaning ascribed to it in **Exhibit F**.
- E. *Commissioning Schedule* has the meaning ascribed to it in **Exhibit F**.
- F. *Comparable International Border Crossings in the U.S.* means crossings between the U.S. and Canada with like volumes of commercial traffic.
- G. *Concessionaire* means a Private Entity that is party to a Public-Private Agreement contemplated by this Sublease.
- H. *Congress* means the Congress of the U.S., as established under Article I of the Constitution of the U.S.
- I. *Crossing Agreement* means the agreement dated as of June 15, 2012, between Canada, Lessor, and the Michigan Parties, as it may be amended from time-to-time.
- J. *Days*. All references to "day" or "days" in this Sublease shall mean calendar days, unless specified otherwise.

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- K. *Effective Date* means the date this Sublease is fully executed by the Parties.
- L. *Final Completion* has the meaning ascribed to it in **Exhibit F**.
- M. *Force Majeure Event* means the occurrence of any of the following events or circumstances which directly causes either Party to be unable to perform all or a material part of its obligations under this Sublease: (i) war, civil war, armed conflict, an act of foreign enemy or an act of terrorism, plague, epidemics or any chemical or biological contamination of the Premises resulting from or caused by any of the foregoing events; (ii) pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds; and (iii) contamination resulting from nuclear explosion, combustion of nuclear fuel or ionizing radiation which affects the Premises, unless the source or cause of such contamination is brought to the Premises or in the vicinity thereof by a Lessee Party.
- N. *Furniture, Fixtures & Equipment* means the information technology infrastructure, furniture, security equipment, voice/data cabling and equipment, inspection-related equipment, and other equipment and personal property necessary or desirable for Lessee to carry out the Permitted Use at full capacity and not set forth as the responsibility of Lessor or Concessionaire in **Exhibit E-1**.
- O. *GSA* means the General Services Administration, an agency of the federal government of the United States of America.
- P. *Hazardous Substance(s)* means any hazardous substance, hazardous waste, solid waste, hazardous material, hazardous chemical, pollutant, or contaminant that is regulated or becomes regulated under any applicable federal, state, regional, county, municipal, or local laws, regulations, or ordinances, and any petroleum or petroleum distillates whether regulated or not.
- Q. *Initial Furniture, Fixtures & Equipment* means the furniture, fixtures and equipment identified on Appendix 10-9-3, which is part of **Exhibit E-1**, as "CBP Provided Equipment".
- R. *Initial P3* is defined in Subsection 2.02.D.1.

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- S. *International Authority* has the meaning ascribed to it in the Crossing Agreement.
- T. *International Crossing* has the meaning ascribed to it in the Crossing Agreement.
- U. *International Crossing Opening Date* means the date the International Crossing is open to transportation by the public as determined by Lessor.
- V. *Lease Contracting Officer* has the meaning ascribed to it in Section 1.01.
- W. *Lessee* is defined in the introductory paragraph of this Sublease.
- X. *Lessee-Made Alteration* has the meaning ascribed to it in Section 11.02.
- Y. *Lessee Party* means Lessee, the U.S. Federal Agencies that occupy all or a portion of the Premises from time-to-time, and any employee, officer, agent, or contractor of any of the foregoing.
- Z. *Lessor* is defined in the introductory paragraph of this Sublease.
- AA. *Lessor Party* means Lessor and any Concessionaire or other Private Entity retained pursuant to Subsection 2.02.C., and any employee, officer, agent, or contractor of any of the foregoing.
- BB. *Maintain or Maintenance* means the regular, recurring work, activities and materials that preserve or sustain the ability of a property asset to continue to carry out its intended function or preserve its established level of performance, including preventive maintenance, general repairs (including capital repairs) and necessary replacements (including capital replacements).
- CC. *Master Lease* means the lease between Michigan, by and through MDOT, and Lessor attached hereto as **Exhibit A**.
- DD. *MDOT* means the Michigan Department of Transportation, a department of Michigan.
- EE. *Memorandum of Agreement* means the Memorandum of Agreement between the Federal Highway Administration and the Michigan State

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Historic Preservation Office Regarding the Detroit River International Crossing (Appendix A of the Record of Decision) dated December 22, 2008, with MDOT as the concurring party, to conclude the National Historic Preservation Act Section 106 review of the federal approval of the International Crossing and resolve adverse effects on historic properties.

- FF. *Michigan* means the State of Michigan, in its own right, as represented by its Governor.
- GG. *Michigan Parties* means Michigan, MDOT, and the Michigan Strategic Fund, a public body corporate and politic and public agency of Michigan.
- HH. *Operate or Operations* means facility management activities associated with the day-to-day occupancy and use of a facility, including custodial services, purchase of water, electricity, natural gas, sewage disposal, and other utilities, landscape and grounds upkeep, snow removal, waste disposal and recycling, and pest control.
- II. *Permitted Use* means U.S. Federal Inspection Services.
- JJ. *P3 Fairness Monitor* has the meaning ascribed to it in the Crossing Agreement.
- KK. *P3 Procurement Process* means the public-private-partnership procurement process as it may exist from time-to-time. The current P3 Procurement Process is described in **Exhibit D** to this Sublease.
- LL. *POC* means Lessee's single point of contact, which is the Lease Contracting Officer.
- MM. *Post-Completion Alterations* has the meaning ascribed to it in Subsection 11.01.A.
- NN. *Premises* are defined in Section 4.01.
- OO. *Presidential Permit* means the Presidential Permit issued by the U.S. Department of State to Michigan on April 12, 2013, to construct, connect, operate, and maintain at the border of the U.S. a bridge linking Detroit,

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Michigan and Windsor, Ontario. See 78 Fed. Reg. 23327 (April 18, 2013); 78 Fed. Reg. 25521 (May 1, 2013).

- PP. *Private Entity* means any non-governmental business entity.
- QQ. *Proponent* means a respondent to a RFP.
- RR. *Public-Private Agreement* means any agreement (including all schedules, appendices and exhibits) between Lessor and a Concessionaire (i) prior to the International Crossing Opening Date providing for the design, construction, financing, operation, and/or maintenance of the International Crossing; (ii) prior to the International Crossing Opening Date providing for the design and/or construction of the Michigan Interchange (as that term is defined in the Public-Private Agreement); (iii) prior to the International Crossing Opening Date providing for the design, construction, financing, Operation, and/or Maintenance of the U.S. Federal Plaza Facilities; and/or (iv) after the International Crossing Opening Date providing for the improvement, Operation, Maintenance, Post-Completion Alterations and/or Redevelopment of one or more of the International Crossing and the U.S. Federal Plaza Facilities.
- SS. *Reasonably Needed or Reasonable Need* has the meaning ascribed to it in Subsection 11.01.C.
- TT. *Redevelopment* has the meaning ascribed to it in Subsection 11.01.B.
- UU. *Required Response Actions* has the meaning ascribed to it in Subsection 13.01.A.
- VV. *RFP* means the request for proposals for the Public-Private Agreement.
- WW. *RFQ* means the request for qualifications for the Public-Private Agreement.
- XX. *Subsequent P3* has the meaning ascribed to it in Subsection 2.02.D.2.
- YY. *Substantially Complete or Substantial Completion* have the meaning ascribed in **Exhibit F**.

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- ZZ. *Term of this Sublease* or a similar phrase shall have the meaning ascribed in Section 3.02.
- AAA. *U.S.* means (i) the federal government of the United States of America and each department or agency thereof and (ii) the country of the United States of America, as the context may require.
- BBB. *U.S. Federal Agency* means any department or agency, or component of any department or agency, of the federal government of the United States of America.
- CCC. *U.S. Federal Inspection Services* means customs, immigration, agricultural inspections, and other international border inspection-related services performed by any U.S. Federal Agency.
- DDD. *U.S. Federal Plaza Facilities* means all structures, facilities and improvements on the U.S. Federal Plaza Lands for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services as depicted on the attached **Exhibits B and E-1**, as such may be revised after Final Completion of the U.S. Federal Plaza Facilities or as such may be amended from time to time, in each case as provided in Section 4.01 of this Sublease.
- EEE. *U.S. Federal Plaza Lands* means all land, rights-of-way, property, rights, easements, and interests, currently tentatively described or depicted on attached **Exhibit B**, as such may be revised after Final Completion of the U.S. Federal Plaza Facilities or as such may be amended from time to time, in each case as provided in Section 4.01 of this Sublease, and subject to the public utility easements described or depicted on attached **Exhibit B**.
- FFF. *US POE Agency Buildings Handover Date* has the meaning ascribed to it in **Exhibit F**.
- GGG. *Working Days* means weekdays (that is, not Saturdays and Sundays), excluding U.S. federal holidays and statutory holidays of Canada or the Province of Ontario.

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**19. LIST OF EXHIBITS.**

**19.01 List of Exhibits.** The following documents are attached to this Sublease and, if indicated below, are made part of this Sublease:

<b>Document Name</b>	<b>Exhibit</b>	<b>Made Part of Sublease</b>	<b>Section(s) in Which Exhibit is Referenced</b>
Master Lease	A	No	Recitals D; 18.01.CC
Legal Description of the U.S. Federal Plaza Lands and Site Plan of the U.S. Federal Plaza Facilities	B	Yes	18.01.DDD; 18.01.EEE
Lease Contracting Officer's Warrant, and GSA Counsel's Letter.	C	No	1.01.C
P3 Procurement Process	D	Yes	18.01.DD
Public-Private Agreement Schedule: Construction Requirements set forth in Schedule 10 (Design and Construction Specifications) Part 7 (Site Civil) and Part 9 (Buildings – US POE), including Appendixes 10-9-1, 10-9-2, and 10-9-3.	E-1	Yes	2.03; 5.01; 8.01; 10.01.A; 13.02; 18.01.N; 18.01.Q; 18.01.DDD
Public-Private Agreement Schedule: Operations and Maintenance Service Level Requirements set forth in Schedule 11 (Operations, Maintenance and Rehabilitations)	E-2	Yes	2.03; 6.01; 6.05; 8.01
Public-Private Agreement Schedule: Schedule 10 (Design and Construction Specifications), Part 5 (Security Requirements)	E-3	Yes	2.03; 7.01; 8.01
Public-Private Agreement Schedules: Schedule 10 (Design and Construction Specifications), Part 25 (Commissioning); and Schedule 21 (Certification Procedure)	F	Yes	2.03; 5.02; 8.01; 11.01.D; 14.01; 18.01.D; 18.01.E; 18.01.L; 18.01.YY; 18.01.FFF

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In Witness Whereof, the Parties to this Sublease evidence their agreement to all terms and conditions set forth herein by their signatures below. This Sublease may be signed in counterparts.

WINDSOR-DETROIT BRIDGE  
AUTHORITY, a Canadian Crown

(b) (6)

(b) (6)

By: Bryce Phillips  
Its: Chief Executive Officer

And:

(b) (6)

By: Vicky Iugliero  
Its: General Counsel

THE UNITED STATES OF AMERICA,  
acting by and through the designated  
representative of the General Services  
Administration

(b) (6)

By: Brian J. Krasowski  
Its: Lease Contracting Officer

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